

FILED
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JULY 19, 2012

CENTRAL DISTRICT OF CALIFORNIA

BY: RF DEPUTY

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23 **UNITED STATES DISTRICT COURT**
24 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

25 UNITED STATES OF AMERICA,)

26 Plaintiff,)

27 STARLINE TOURS OF)
28 HOLLYWOOD, INC., a business)
entity,)

Defendant.)

NO. **CV 12-06120 GAF (EX)**

CONSENT DECREE

1 THE UNITED STATES OF AMERICA ("United States") and STARLINE
2 TOURS OF HOLLYWOOD, INC. ("Starline") hereby agree as follows:
3

4 **BACKGROUND**

5 1. On July 16, 2012, the United States filed this action pursuant to
6 Title III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §
7 12181 et seq., against Starline.

8 2. The matter was initiated by a complaint, received by the United
9 States Department of Justice, Civil Rights Division, Disability Rights Section from
10 Complainant Amy L. Champlin. After Ms. Champlin, who uses a wheelchair,
11 reserved a wheelchair accessible tour for herself and five companions (two of
12 whom used wheelchairs and one who is mobility impaired but did not use a
13 wheelchair) in March 2011, a vehicle without a lift or ramp was sent to pick up
14 Ms. Champlin and her companions. After being notified that the wrong vehicle
15 had been sent, Starline sent an accessible vehicle to replace the non accessible
16 vehicle. Unfortunately, the second vehicle failed to start after all of the passengers
17 boarded. Although Starline offered the party a tour on the following day free of
18 charge, Ms. Champlin and her companions were unable to take the tour. Starline
19 gave a full refund to the entire party.
20

21 3. Starline has cooperated fully in the investigation of this matter
22 and has in good faith attempted to review and resolve any issues raised, in an effort
23 to comply with ADA requirements and improve best practices for its customers.
24 Starline does not admit liability or any violation of the ADA or any other law.
25 Rather, this Consent Decree is voluntarily entered into by the parties for the
26 purpose of resolving disputed issues and improving Starline's best practices and
27 customer service.
28

TITLE III COVERAGE AND REQUIREMENTS

4. The Attorney General is responsible for administering and enforcing Title III of the ADA, 42 U.S.C. § 12181 et seq., and the relevant regulations implementing Title III, 29 C.F.R. pt. 36 and 49 C.F.R. pts. 37 and 38.

5. Title III provides that “[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of specified public transportation services provided by a private entity that is primarily engaged in the business of transporting people and whose operations affect commerce.” 42 U.S.C. § 12184(a).

6. A fixed route system is “a system of providing transportation of individuals (other than by aircraft) on which a vehicle is operated along a prescribed route according to a fixed schedule.” 42 U.S.C. § 12181(4); 49 C.F.R. § 37.3. A demand responsive system is “any system of providing transportation of individuals by a vehicle, other than a system which is a fixed route system.” 42 U.S.C. § 12181(3); 49 C.F.R. § 37.3.

7. Title III of the ADA provides that if a private entity primarily engaged in the business of transporting people purchases or leases a NEW vehicle (other than an automobile, a van with a seating capacity of less than eight persons, or an over-the-road bus) for its fixed route service after August 25, 1990, it shall ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. 42 U.S.C. § 12184(b)(3); 49 C.F.R. § 37.103(a) & (b). “NEW,” as used throughout this consent decree, means a vehicle “which is offered for sale or lease after manufacture without any prior use.” 49 C.F.R. § 37.3; *Toomer v. City Cab*, 443 F.3d 1191, 1995 (10th Cir. 2006).

1 8. Title III of the ADA further provides that if a private entity
2 primarily engaged in the business of transporting people purchases or leases a
3 NEW vehicle (other than an automobile, a van with a seating capacity of less than
4 eight persons, or an over-the-road bus) for its demand responsive system after
5 August 25, 1990, it shall ensure that the vehicle is readily accessible to and usable
6 by individuals with disabilities, including individuals who use wheelchairs, unless
7 the system, when viewed in its entirety, meets the standard for equivalent service
8 as provided by 49 C.F.R. § 37.105. 42 U.S.C. § 12184(b)(3); 49 C.F.R. § 37.103(a)
9 & (c).

10 9. Title III of the ADA further provides that if a private entity
11 primarily engaged in the business of transporting people purchases or leases a
12 NEW van with a seating capacity of fewer than eight persons including the driver,
13 for a fixed route or demand responsive service after February 25, 1992, it shall
14 ensure that the van is readily accessible to and usable by individuals with
15 disabilities, including individuals who use wheelchairs, unless the system, when
16 viewed in its entirety, meets the standard for equivalent service as provided by 49
17 C.F.R. § 37.105. 42 U.S.C. § 12184(b)(5); 49 C.F.R. § 37.103(d).

18 10. The ADA also requires a private entity primarily engaged in the
19 business of transporting people to ensure that its personnel are trained to
20 proficiency, as appropriate to their duties, so that they operate vehicles and
21 equipment safely and properly assist and treat individuals with disabilities who use
22 the service in a respectful and courteous way, with appropriate attention to the
23 difference among individuals with disabilities. 49 C.F.R. § 37.173.
24

25 26 FINDINGS

27 11. Starline is a privately owned and operated company located in
28 Los Angeles, California. Starline provides tours and operates tour buses and

1 charter shuttles to major attractions in Hollywood and the greater Los Angeles
2 area. Starline offers more than thirty different tours and serves approximately one
3 million passengers a year.

4 12. In *Ms. Wheelchair California Pageant, Inc. et al. v. Starline*
5 *Tours of Hollywood, Inc.*, CV 11-2620 JFW (CW), the Court found that, based on
6 its consideration of Starline's fixed route services, Starline is a private entity
7 primarily engaged in the business of transporting people, whose operations affect
8 commerce and which provides specified public transportation services. 42 U.S.C. §
9 12184; 49 C.F.R. § 37.103.

10 13. Starline operates a "fixed route" service within the meaning of
11 42 U.S.C. §§ 12181(4) and 49 C.F.R. § 37.3. For example, Starline currently offers
12 four "Hop-on, Hop-off" sightseeing routes through four separate but
13 interconnected loops, which pass through Hollywood, Beverly Hills, Santa
14 Monica, Universal City, and downtown Los Angeles. Each of Starline's four
15 "Hop-on, Hop-off" routes has multiple stops at designated pick up/drop off
16 locations at which double decker tour buses and other smaller vehicles stop every
17 twenty to thirty minutes. Many of these designated pick up/drop off locations have
18 designated Starline route marker signs.

19 14. Starline also operates a demand-responsive system or systems
20 within the meaning of 42 U.S.C. §§ 12181(3) and 49 C.F.R. 37.3, in that Starline
21 offers tours and transportation services that do not have a fixed route, fixed times,
22 fixed stops, or fixed durations.

23 15. Starline currently owns and operates a fleet of approximately
24 ninety vehicles, approximately two-thirds of which are used for Starline's demand
25 responsive tours and charters. Of the vehicles used for Starline's demand
26 responsive tours, approximately ten vehicles are currently accessible to individuals
27 with mobility impairments, including individuals who utilize wheelchairs.
28

1 16. Approximately twenty-four vehicles of Starline's fleet are used
 2 for Starline's "Hop-on, Hop-off" tours. Of the vehicles used for Starline's "Hop-
 3 on, Hop-off" tours, approximately fifteen vehicles are currently accessible to
 4 individuals with mobility impairments, including individuals who utilize
 5 wheelchairs.

6
 7 **ACTIONS TO BE TAKEN BY STARLINE**
 8 **VEHICLES**
 9

10 17. Starline will ensure that, within six months, any "NEW" vehicle
 11 (as defined in Paragraph 7 above) purchased or leased for use after August 25,
 12 1990 in its fixed route or demand responsive services will be accessible to
 13 individuals who use wheelchairs, unless, as to its demand responsive service,
 14 Starline can demonstrate that its system provides a level of service to such
 15 individuals equivalent to that provided to individuals without disabilities. 42
 16 U.S.C. §§ 12184(b)(3). Equivalent service for Starline's demand responsive tours
 17 shall include the provision of accessible vehicles upon the same notice
 18 requirements as tours utilizing non-accessible vehicles. Equivalent service shall
 19 further include the option to purchase tickets for Starline's demand responsive
 20 tours and request an accessible vehicle online, upon the same notice requirements
 21 as demand responsive tours purchased online utilizing non-accessible vehicles.
 22 Starline will implement and advertise a policy providing that while advance
 23 reservations of tours are not required, notice of the need for an accessible vehicle at
 24 least twenty four hours in advance is strongly recommended so as to guarantee the
 25 timely provision of an accessible vehicle.

26 18. For the fixed route and demand-responsive tours, Starline will
 27 continue to maintain a sufficient number of wheelchair accessible vehicles to
 28 provide equivalent service to customers who use wheelchairs. Specifically, Starline

1 must maintain sufficient operational wheelchair accessible vehicles in such
2 reasonable proximity to tour pick up locations as to provide wheelchair accessible
3 vehicles to satisfy the equivalent service standard. For tours such as Starline's
4 Movie Star's Homes Tour and Starline's TMZ Hollywood Tour which permit
5 patrons to purchase tickets shortly before embarking on the tour, this will require
6 Starline to either exclusively utilize wheelchair accessible vehicles for such tours
7 or to maintain accessible vehicles in such close proximity to the pick-up location(s)
8 as to ensure no reasonable additional delay for an accessible tour. Based on the
9 historical data for wheelchair requests on Starline tours, a sufficient number of
10 wheelchair accessible vehicles can be determined by Starline based on historical
11 demand for wheelchair accessible vehicles in the preceding six months of any
12 given point in time. Starline will review the wheelchair request data in its
13 possession every six months and make appropriate adjustments to the number of
14 wheelchair accessible vehicles as needed, to ensure that anticipated demand for
15 wheelchair spaces can be met.
16

17 19. Starline will maintain in operative condition its vehicles'
18 securement devices, lifts, ramps, and other accessibility features. 49 C.F.R. §
19 37.161. Such vehicles shall be maintained pursuant to the equipment
20 manufacturer's maintenance requirements so as to be kept in operational working
21 order. Isolated or temporary interruptions in service or access due to maintenance
22 or repairs are not prohibited, provided that Starline has fulfilled its obligation to
23 maintain its vehicles in operative condition. 49 C.F.R. § 37.161(c). Furthermore,
24 nothing in this paragraph prevents or prohibits Starline from taking any vehicle out
25 of service for the purpose of repair and maintenance including repair or
26 maintenance of accessibility equipment.

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28 //

POLICIES, PRACTICES, AND PROCEDURES

20. Within three months of the effective date of this Consent Decree, Starline shall review and revise or adopt any policies necessary with respect to ticket sales to ensure that its tour services (whether demand responsive or fixed route) are in compliance with Title III of the ADA, 42 U.S.C. § 12181 & § 12184, and the relevant regulations implementing Title III, 49 C.F.R. pts. 37 and 38. Such policies shall provide that Starline's demand responsive service either exclusively utilizes vehicles that are readily accessible to and usable by individuals with mobility impairments, including individuals who utilize wheelchairs, or that Starline's demand responsive system provides a level of service to such individuals that is equivalent to that provided to individuals without disabilities. 49 C.F.R. § 37.103. Accordingly, Starline's policies shall include the ability to purchase tickets for accessible tours upon the same notice requirements as other tours which utilize non-accessible vehicles. Such policies shall further include the ability to purchase tickets for Starline's demand responsive tours and request an accessible vehicle online, upon the same notice requirements and utilizing the same methods as demand responsive tours utilizing non-accessible vehicles.

21. During the effective period of this Consent Decree, Starline will ensure its website indicates its obligation and commitment to provide accessible tours to persons with disabilities, how to reserve an accessible vehicle for its demand responsive tours, and that it does not discriminate on the basis of disability. Moreover, Starline shall remove any language from its website which might be construed as requiring twenty four hours advance notice for passengers with mobility impairments, including individuals who utilize wheelchairs, scooters, or similar assistive devices. However, Starline's website will state that while advance reservations of tours are not required, notice of the need for an accessible

1 vehicle at least twenty four hours in advance is strongly recommended so as to
2 guarantee the timely provision of an accessible vehicle.

3 22. While this Consent Decree is in effect, Starline shall maintain
4 records of all requests for, and the provision of, wheelchair accessible vehicles,
5 whether such requests be submitted by telephone, in writing, in person, or by any
6 other method. Starline shall further maintain records of any and all complaints
7 regarding Starline's policy regarding the availability of wheelchair accessible
8 vehicles for both its fixed route and demand responsive services.
9

10 TRAINING

11 23. Within three months of the effective date of this Consent
12 Decree, Starline shall provide training to all employees who have not received
13 training within the past year, including but not limited to telephone and electronic
14 reservationists, drivers, and kiosk operators, on their obligation under the ADA to
15 assist and treat individuals with disabilities in a respectful and courteous way, and
16 on the policies, practices, and procedures to be adopted as the result of this
17 Consent Decree, as appropriate to their duties. Drivers shall also be trained on
18 operating accessible features and equipment safely. Starline shall provide this
19 training to all new employees, including but not limited to telephone and electronic
20 reservationists, drivers, and kiosk operators, within thirty days of hiring. Starline
21 may videotape the initial training for use in subsequent trainings. Starline shall
22 ensure that all of its employees are trained to proficiency as appropriate to their
23 duties, so that they operate vehicles and equipment safely and properly assist and
24 treat individuals with disabilities who use the service in a respectful and courteous
25 way, with appropriate attention to the difference among individuals with
26 disabilities. See 49 C.F.R. § 37.173.

27 24. Starline agrees that all training manuals or written materials
28 dealing with policies and practices related to accessibility substantially revised or

1 newly created after the effective date of this Consent Decree shall be consistent
2 with the provisions of this Consent Decree, and approved in advance by counsel
3 for the United States, which approval will not be unreasonably withheld.

4 PENALTY AND DAMAGES

5 25. Within one month of the effective date of this Consent Decree,
6 Starline will pay to the United States Treasury a civil penalty in the amount of
7 \$5,000.00 as authorized by 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. §
8 36.504(a)(3), as amended, in order to vindicate the public interest. Starline's
9 agreement to pay such penalty does not amount to an admission of liability or any
10 violation of the ADA or any other law.

11 26. Within one month of the effective date of this Consent Decree,
12 Starline will pay compensatory damages in the total amount of \$15,000.00 to
13 Complainant Amy L. Champlin and her five companions, contingent on the
14 execution of a General Release by each recipient. 42 U.S.C. § 12188(b)(2)(B); 28
15 C.F.R. § 36.504(a)(2).

16 REPORTING

17 27. Within three months of the effective date of this Consent
18 Decree, Starline will provide to counsel for the United States copies of its revised
19 written policies, practices, and training manuals.

20 28. Starline will report to the United States its progress in
21 implementing this Consent Decree within forty-five days after the effective date of
22 this Consent Decree, on the six month anniversary of this Consent Decree, and
23 every six months thereafter, for the duration of the Consent Decree.

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IMPLEMENTATION

29. In consideration of this Consent Decree, the United States will refrain from undertaking further action relating to this investigation, except as provided in paragraph 30 below.

30. The United States may review compliance with this Consent Decree or Title III of the ADA at any time. If the United States believes that this Consent Decree or any portion thereof has been violated, it will raise its concerns with Starline in writing and the parties will attempt to resolve the concerns in good faith. In the case of a perceived breach, the United States will give Starline thirty days from the date it notifies Starline in writing of any breach of this Consent Decree to cure that breach before instituting an enforcement action. Such notice will be given to Starline by certified mail at the following addresses and to the following individuals on Starline's behalf: (a) Mohammed Ghods, 2100 N. Broadway, Ste. 300, Santa Ana, CA, 92706 (714) 558-8580; and (b) Vahid Sapir, 2130 S. Tubeway Ave., Commerce, CA 90040 (323) 201-0115; and (c) Kamrouz Farhadi, 6801 Hollywood Blvd., Ste. 221, Hollywood, CA 90028.

31. Failure by the United States to enforce this entire Consent Decree or any of its provisions shall not be construed as a waiver of its right to do so with regard to other provisions of this Consent Decree.

32. This Consent Decree shall be binding on Starline, including all principals, agents, executors, administrators, employees, successors in interest, beneficiaries, and assigns thereof. In the event that Starline seeks to sell, transfer, or assign all or part of its interest during the term of this Consent Decree, as a condition of sale, transfer, or assignment, Starline shall obtain the written accession of the successor or assignee to any obligation remaining under this Consent Decree for the remaining term of the Consent Decree. Nothing in this Consent Decree prevents or prohibits Starline from disposing of its vehicles or

1 equipment in the ordinary course of business, nor is it intended to interfere with
 2 Starline in the operation of its business. Moreover, nothing in this Consent Decree
 3 precludes Starline from making operational decisions concerning its fleet of
 4 vehicles, provided that Starline complies with its obligations under this Consent
 5 Decree.

6 33. A signatory to this Consent Decree in a representative capacity
 7 for either party represents that he or she is authorized to bind that party to this
 8 Consent Decree.

9 34. This Consent Decree constitutes the entire agreement between
 10 the United States and Starline on the matters raised herein and no other statement,
 11 promise, or agreement, either written or oral, made by any party or agents of any
 12 party, that is not contained in this written Consent Decree, shall be enforceable.
 13

14 35. This Consent Decree is not intended to remedy any other
 15 potential violations of the ADA or any other law that is not specifically addressed
 16 in this Consent Decree. Nothing in this Consent Decree changes Starline's
 17 obligation to otherwise comply with the requirements of the ADA.
 18

19 **EFFECTIVE DATE AND TERMINATION DATE**

20 36. The effective date of this Consent Decree is the date of the last
 21 signature below.

22 //

23 //

24 //

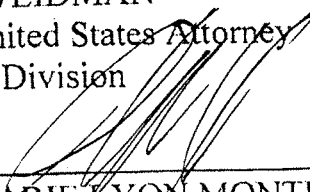
1 37. The duration of this Consent Decree will be three years from
2 the effective date.

3 AGREED AND CONSENTED TO:

4 THOMAS E. PEREZ
5 Assistant Attorney General
6 Civil Rights Division

7 ANDRÉ BIROTTE JR.
8 United States Attorney

9 LEON W. WEIDMAN
10 Assistant United States Attorney
11 Chief, Civil Division

12 
13 ROBYN-MARIE LYON MONTELEONE
14 Assistant United States Attorney
15 Assistant Division Chief
16 Civil Rights Unit Chief, Civil Division

17 JESSICA O. CHEH
18 Assistant United States Attorney

19 Attorneys for Plaintiff
20 United States of America

21 Dated: *July 10th 2012*

22 STARLINE TOURS OF HOLLYWOOD, INC.


23 
24 KAMROUZ FARHADI

25 Chairman
26 Starline Tours of Hollywood, Inc.

27 Dated:
28

1
2 APPROVED AS TO FORM AND CONTENT:

3 GHODS LAW FIRM

4 
5 _____
6 MOHAMMED K. GHODS

7 Attorneys for Defendant
8 Starline Tours of Hollywood, Inc.

9 Dated: 7/12/2012
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